PRIVACY POLICY

Information on the Processing of Personal Data

This is a translation of the Czech original. Only the Czech version is binding; in case of any discrepancy, the Czech version prevails.

This document describes how Codethica s.r.o. processes the personal data of users of the Pealock mobile app, the Pealock services subscription and the www.pealock.com website. It is effective from 14 October 2026.

1. WHO THE CONTROLLER IS AND HOW TO CONTACT US

1.1. The controller of personal data is **Codethica s.r.o.**, Company ID 23365340, with its registered office at Pitterova 2855/7, Žižkov, 130 00 Prague 3, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 425954 (the "**Controller**", "**we**").

1.2. For all matters relating to the protection of personal data, contact us by e-mail at **info@pealock.com** or by letter to the address of our registered office. We have not appointed a data protection officer.

1.3. From 14 October 2026, we operate the Pealock app and services, which were previously operated by Pealock holding, s.r.o., Company ID 07837208, in bankruptcy (the "**Original Operator**"). From that day, we are also the controller of the personal data that we took over from the Original Operator (Article 3).

1.4. Capitalised terms, such as App, Lock or Subscription, have the meaning given to them in the General Terms and Conditions for the Use of the Pealock App and the Pealock Services Subscription.

2. WHAT DATA WE PROCESS, WHY AND FOR HOW LONG

2.1. We process data only to the extent necessary for the stated purposes. The legal basis is always one of the provisions of Article 6(1) of the General Data Protection Regulation (EU) 2016/679 (the "**GDPR**").

Purpose	Personal data	Legal basis	How long
User Account and use of the App	name, e-mail, telephone number, login details, photos that you voluntarily upload to the App, data about the mobile device (operating system, App version, identifier for notifications), paired Locks	performance of a contract, point (b)	for the duration of the Contract

GPS Function and Lock status	location of the Lock with GPS when switched on and after the alarm is triggered, time, alarm events, battery status, identifiers of the Lock and the SIM Card	performance of a contract, point (b)	for the duration of the Contract
Alarm Function	telephone number for calls when the alarm is triggered, records of calls made	performance of a contract, point (b); for the telephone number of another person, legitimate interest in the functioning of the alarm and the protection of the User's property, point (f)	for the duration of the Contract
Subscription and payments	customer and subscription identifier in the Stripe payment gateway, card type and last 4 digits, card expiry, payment history, name, address and other billing details	performance of a contract, point (b)	for the duration of the Contract
Accounting and taxes	billing details including address, accounting documents	legal obligation, point (c)	5 years from the end of the accounting period, longer if required by tax regulations
Customer support and complaints	e-mail, content of communication, complaint details	performance of a contract and legal obligation, points (b) and (c)	until resolved, then according to the Protection of legal claims row
Continuation of the Service after the takeover from the Original Operator	data taken over from the Original Operator (Article 3), including sending an information e-mail about the takeover of the Service	legitimate interest in informing existing users and in uninterrupted provision of the Service, point (f)	until a Contract is concluded with us (Article 3.7 of the Terms), then according to the other rows

Protection of legal claims and security	identification and contact details, data on contracts and payments, communication, login records and IP addresses	legitimate interest, point (f)	for the duration of the Contract and 4 years after its end; in the event of a dispute, until it ends
Analytics, diagnostics and improvement of the Service	user and device identifiers, e-mail, data on the use of the App and the Lock, App crash and performance records	legitimate interest, point (f)	no longer than 14 months, then deletion or anonymisation
Analytics and advertising cookies on the website	online identifiers, IP address, data about the website visit	consent given in the cookie bar, point (a)	until consent is withdrawn, at most for the cookie lifetime stated in the cookie bar

2.2. The data in the first four rows are a condition for the conclusion and performance of the Contract; without them we cannot provide the Service or the Subscription. The exception is photos, which you upload to the App voluntarily.

2.3. Anonymised and aggregated data from which you cannot be identified are not personal data; we use them to improve the Service and for statistics.

2.4. We do not carry out automated decision-making or profiling that would produce legal effects concerning you or similarly significantly affect you.

2.5. We do not send you commercial communications (newsletters). We send to your e-mail only operational and contractual information necessary for the functioning of the Service and the management of the Subscription, including information about the takeover of the Service.

3. WHERE WE GET THE DATA FROM

3.1. You provide most of the data to us yourself during registration, when setting up the App, when paying and when communicating with us. Data on the location and status of the Lock are generated by the use of the Lock and the App. We obtain payment data from the operator of the Stripe payment gateway.

3.2. **Data taken over from the Original Operator.** If you used the App before 14 October 2026, we took over your data from the Original Operator. This took place on the basis of a purchase contract concluded on 14 October 2026 with its insolvency administrator, ARISTA insolvenční v.o.s., Company ID 08645868, with the consent of the insolvency court dated 1 September 2026 (Regional Court in Brno, file no. KSBR 33 INS 3004/2026). We took over the following categories of data:

- User Account data: name, e-mail, telephone number, login details, App settings, the telephone number for the Alarm Function and photos that you uploaded to the App;
- data on paired Locks and SIM Cards and the stored location history;
- subscription and payment data kept in the Stripe payment gateway: identifiers, billing details including address, card type and last 4 digits, payment history;

- records of communication with customer support.

3.3. We process the data taken over so that we can inform you of the takeover of the Service and continue to provide it to you without interruption, including the automatic renewal of the Subscription (the legal basis is given in the "Continuation of the Service" row in Article 2). We did not take over full payment card numbers; they are kept only by the operator of the Stripe payment gateway.

3.4. If you do not agree with further processing of the data taken over, you may object or request cancellation of the User Account by e-mail at info@pealock.com. Cancelling the account also ends the automatic renewal of the Subscription.

4. TO WHOM WE TRANSFER THE DATA

4.1. We do not sell data. We transfer them only to the following recipients and only to the extent they need:

Recipient	Role	Why
Hosting and server infrastructure provider	processor	operation of the server part of the App and the database
E-mail service provider	processor	sending confirmations, operational notices and support replies
Providers of App analytics and error reporting tools	processors	analytics, diagnostics and fixing App errors
Providers of analytics and advertising tools on the website	processors or independent controllers	traffic measurement and advertising, only with your consent in the cookie bar
External developers and IT suppliers	processors	development, maintenance and technical support of the App
Accounting services provider	processor	bookkeeping and fulfilment of tax obligations
Stripe Payments Europe, Limited (Ireland)	processor; independent controller for fraud prevention and the fulfilment of its own legal obligations	payment processing and Subscription management
Vodafone Czech Republic a.s.	independent controller	mobile connectivity of SIM Cards in Locks with GPS and calls when the alarm is triggered
Apple and Google	processors	delivery of notifications to the mobile device
Courts, police and other public authorities	independent controllers	only where required by law

4.2. Processors may use the data only in accordance with our instructions and are bound by a data processing agreement and a duty of confidentiality.

4.3. **Transfers outside the EU.** Some recipients, in particular Stripe, Apple, Google and the providers of analytics and error reporting tools, may also process data in the USA. We transfer data there only on the basis of a European Commission adequacy decision (EU-US Data Privacy Framework) for certified recipients, or on the basis of standard contractual clauses approved by the European Commission.

5. YOUR RIGHTS

5.1. In connection with the processing of personal data, you have the right:

- of access to the data and to a copy of them;
- to rectification of inaccurate data;
- to erasure, if we no longer need the data or are processing them unlawfully;
- to restriction of processing;
- to portability of the data you have provided to us, in a machine-readable format;
- to object to processing based on legitimate interest;
- to withdraw consent, where processing is based on it (for example for cookies).

5.2. You can exercise your rights by e-mail to info@pealock.com. We will reply without undue delay, at the latest within 1 month; in complex cases, the period may be extended by a further 2 months, of which we will inform you. Before handling the request, we may verify your identity, usually by a reply from the e-mail stated in the User Account.

5.3. You also have the right to lodge a complaint with the Office for Personal Data Protection, Pplk. Sochora 727/27, 170 00 Prague 7, www.uoou.gov.cz.

6. SECURITY

6.1. We protect the data with appropriate technical and organisational measures, in particular encryption in transit and access control. Only authorised persons bound by confidentiality have access to the data.

7. DATA OF OTHER PERSONS

7.1. If you enter the telephone number of another person in the App for the Alarm Function, inform them of this and of this document. We use the number only for calls when the alarm is triggered.

7.2. The Lock is intended to protect items. It must not be used to track the location of another person without their consent.

8. COOKIES ON THE WEBSITE

8.1. The www.pealock.com website uses necessary cookies for its functioning. We use analytics and advertising cookies only with your consent given in the cookie bar; you can change or withdraw your consent at any time in the cookie settings.

9. CHANGES

9.1. We may update this document, for example when the Service or legislation changes. We will inform you of material changes by e-mail. The current version is available on the www.pealock.com website and in the App.

9.2. This version is effective from 14 October 2026.